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A usage is an established mode of dealing, which may determine the meaning to be imputed to acts or words. *Miller v. Wiggins*, 227 Pa. St. 564, 76 Atl. 711; *Byrd v. Beall*, 150 Ala. 122, 43 So. 749. The only possible function of the usage in the principal case would be to explain the terms of a consensual relationship, as the parties should have understood them. But since the right of a salvor to compensation is not based on consent, the usage is immaterial in so far as it shows a lack of consent to pay for salvage. See 33 HARV. L. REV. 453. Nor is it competent, in the absence of consideration, to prove an implied contract of the salvor not to claim compensation. The court is really changing the rule of law allowing recovery for salvage service. Even where parties contract subject to a usage, it will not be given effect if unreasonable or against public policy. *Minneapolis Sash & Door Co. v. Metropolitan Bank*, 76 Minn. 136, 78 N. W. 980; *Dickinson v. Gay*, 7 Allen (Mass.), 29. See 7 VIN. ABR. 180. Because it furthers a social interest in the conservation of wealth, salvage service enjoys great favor in the law. See BENEDICT, ADMIRALTY, 4 ed., § 224. To adopt a usage which removes compensation as an incentive to such service is undesirable.

DAMAGES — EXCESSIVE DAMAGES — COMPULSORY REMITTITUR. — In an action under a death statute, the jury awarded the plaintiff \$5000 damages for the loss of his eleven-year-old child. The upper court finds \$2500 the highest amount that could be reasonably awarded. *Held*, that the judgment be reduced to \$2500, and affirmed. *Interurban Railway Co. v. Trainer*, 233 S. W. 816 (Ark.).

The usual practice where excessive damages have been awarded is to affirm the judgment, conditioned upon the plaintiff agreeing to a specified *remititur*. *Finch v. No. Pacific R. R. Co.*, 47 Minn. 36, 49 N. W. 329; *No. Chicago St. R. R. Co. v. Wrixon*, 150 Ill. 532, 37 N. E. 895. But see *Watt v. Watt*, [1905] A. C. 115. Cf. *Lionell, Barber & Co. v. Deutsche Bank, London Agency*, [1919] A. C. 304. And see *Beach v. Bird & Wells Lumber Co.*, 135 Wis. 550, 116 N. W. 245. See Austin W. Scott, "Progress of the Law, 1918-1919 — Civil Procedure," 33 HARV. L. REV. 236, 248. If the plaintiff is allowed the greatest amount which the jury could reasonably have given, and if there is no evidence that the size of the verdict was due to prejudice, neither party has any valid objection. The jury has found that the defendant is liable in at least that sum, and the court has found that the plaintiff is entitled to no more. Granting the validity of any *remititur*, there seems to be no reason why the court should not, as in the principal case, compel it, whether the plaintiff agrees or not. To permit the plaintiff to force a new trial on the chance of getting more than he is, *ex hypothesi*, entitled to, can serve no just purpose. Yet only a few courts have hitherto adopted compulsory *remititur*. *Rice v. Crescent City R. R. Co.*, 51 La. Ann. 108, 24 So. 791; *Wichita & Colorado Ry. Co. v. Gibbs*, 47 Kan. 274, 27 Pac. 991. And the United States Supreme Court has held in a tort action that it violates the constitutional guaranty of trial by jury in Federal courts. *Kennon v. Gilmer*, 131 U. S. 22.

DAMAGES — MEASURE OF DAMAGES — IMPAIRED PURCHASING POWER OF MONEY. — In an action for damages for personal injuries, the jury were instructed that they might consider the impaired purchasing power of the dollar in assessing damages. The defendant excepted. *Held*, that the exception be overruled. *Halloran v. New England Telephone & Telegraph Co.*, 115 Atl. 143 (Vt.).

Damages for personal injuries commonly include at least three elements, *viz.*, compensation for medical expenses, for physical pain and mental suffering, and for loss of earnings. The first occasions no difficulty in computation. The second is an expression of the value which the jurors attach to an

intangible injury. This expression must necessarily be in terms of money, but since money has only a relative value, it is proper to take the general price level into account in making the award. See *Hurst v. C. B. & Q. R. Co.*, 280 Mo. 566, 219 S. W. 566; *Noyes v. Des Moines Club*, 186 Iowa, 378, 170 N. W. 461. To be accurate, it seems that it is the purchasing power at the time the pain occurred which should be considered, for damages should be computed as of the time of the loss. Cf. 34 HARV. L. REV. 422. But see *Rigley v. Prior* 233 S. W. 828 (Mo.). Similarly, where the element under consideration is loss of earnings, damages should be computed as of the time of the incapacity; but here it is not the purchasing power of the dollar, but the current standard of wages, which should govern. *Canfield v. C. R. I. & P. Ry. Co.*, 142 Iowa, 658, 121 N. W. 186. Cf. *McNichol v. P. Burns & Co., Ltd.*, [1919] 3 W. W. Rep. 621; *Tankersley v. Lincoln T. Co.*, 104 Neb. 24, 175 N. W. 602; *Roeder v. Erie R. Co.*, 164 N. Y. Supp. 167 (Sup. Ct.). But see *Hurst v. C. B. & Q. R. Co.*, *supra*; *L. & N. R. Co. v. Williams*, 183 Ala. 138, 62 So. 679. The instruction in the principal case is open to criticism for failing to point out this distinction; but since the verdict was for a lump sum, and since in the matter of damages jurors are chancellors, it is hard to say that the error was prejudicial.

EASEMENTS — REMEDY OF GRANTEE OF EASEMENT AGAINST OWNER OF SERVIENT TENEMENT WHO FAILS TO PAY TAXES. — The defendant's land was subject to an easement of passage in favor of the plaintiff's adjoining land. The servient tenement having been sold for delinquent taxes, the plaintiff seeks an order that the defendant pay the taxes and redeem the land. The defendant had not covenanted to pay taxes. *Held*, that the order be denied. *Campbell, Wilson & Horne, Ltd. v. Great West Saddlery Co., Ltd.*, 59 D. L. R. 322 (Alta.).

If the plaintiff's easement is not cut off by the tax sale it is evident that he needs no equitable relief. Such would be the case if the servient tenement was assessed at its value subject to the easement. *Jackson v. Smith*, 153 App. Div. 724, 138 N. Y. Supp. 654, *aff'd*, 213 N. Y. 630; *Tax Lien Co. v. Schultze*, 213 N. Y. 9, 106 N. E. 751. See also *Hall v. McCaughey*, 51 Pa. St. 43; *Tabb v. Comm.*, 98 Va. 47, 34 S. E. 946. However, if the land was assessed at its fee simple value, without reference to the particular interests therein, the land itself must respond for the taxes. If all the proceedings are regular, the tax deed passes a title free from all incumbrances whatsoever. *Hanson v. Carr*, 66 Wash. 81, 118 Pac. 927. See *Hill v. Williams*, 104 Md. 595, 65 Atl. 413. Even under such circumstances, there would seem to be no basis for equitable relief. Non-performance of an affirmative statutory duty affords no cause of action to an individual incidentally harmed. See *Cowley v. Newmarket Local Board*, [1892] A. C. 345; *City of Rochester v. Campbell*, 123 N. Y. 405, 25 N. E. 937. See also *Durnherr v. Rau*, 135 N. Y. 219, 32 N. E. 49. It should be noted that the plaintiff is not without means of protecting his interest. He may himself pay the taxes. See *Bennett v. Hunter*, 9 Wall. (U. S.) 326; BLACK, TAX TITLES, 2 ed., § 161. He may then bring an action against the delinquent for money paid to his use. *Graham v. Dunigan*, 2 Bosw. (N. Y.) 516 (Sup. Ct.). See KEENER, QUASI-CONTRACTS, 1 ed., 388-391. Furthermore, if there is an express covenant by the grantor of the easement to pay the taxes for its protection, it should be enforced in equity, since a resort to the legal remedy above would involve hardship to the covenantee. Cf. *Reilley v. Roberts*, 34 N. J. Eq. 299.

EQUITY — JURISDICTION OVER NONRESIDENTS — POWER OF EQUITY TO ORDER A NONRESIDENT DEFENDANT TO DO A POSITIVE ACT IN ANOTHER STATE. — The plaintiff, a resident of New York, and the defendant, a resident of